

CONTRACT ADMINISTRATION
(Revised September 2001)

8315

CONTRACTS
(Revised September 2001)

8315.1

The State of California, through CDF, contracts for aircraft services for wildfire suppression, detection, and related activities. The only legally binding agreement between the state and each contractor is the written contract entered into and agreed to by both parties.

A complete copy of the Current Air Services Contract(s) will be available soon.

Administration

Each contract shall be administered in the most efficient manner possible. It shall be administered strictly and consistently, but without causing unnecessary hardship to the contractor or his/her representative (usually the pilot).

Conflicts

Should a conflict arise between the contract and CDF policy, the contract has legal precedence. Such conflicts must be brought to the attention of the Aviation Management Unit staff.

Obligation/Authority

CDF employees, when dealing with contractors, are cautioned against any action which might obligate the State beyond the scope of that employee's authority. Contractors must understand that they are acting in an independent capacity in the performance of their service, and not as an officer, employee, or agent of the state.

PERFORMANCE REQUIREMENTS
(Revised September 2001)

8315.2

The intent of contracting for aircraft services is to provide aircraft and flight crew availability at strategic locations throughout the state. The contractor agrees to provide, at each base designated in the contract, an aircraft and flight crew in a constant state of readiness for assignment during the specified contract period.

The contractor may remove any aircraft from its assigned base for maintenance. However, failure to have the aircraft and/or flight crew on base and available during daily standby hours may constitute nonperformance.

Flights

All flights shall be performed within the safe limits of aircraft performance and traffic clearances. Known aircraft performance capabilities and distance to the incident will be used to determine if flight time is reasonable.

Specific Missions

Specific requests for missions by CDF personnel are to accomplish a given objective. The final decision as to whether the objective can be safely accomplished, or specifically how it is to be performed, rests solely with the pilot. CDF personnel shall not expect rules of safety to be compromised to attain any objective. Copies of current contracts for specific aircraft services administration will be provided by the Aviation Management Unit and kept on file at the appropriate bases. A typical contract will contain (but not be limited to) the following subjects:

Contents Of Specific Missions Contract

- General Intent
- Terms of Agreement
- Rates for Availability and Flight Time
- Optional Use Period
- Contract Requirements
- Schedule of Items to be Contracted, Designated Base Location, and Designated Period.
- Extensions
- Flight Time Calculations
- Use by Other Agencies
- Operating Costs
- Performance Requirements
- Nonperformance and Assessment of Liquidated Damages
- General Conditions

- Aircraft and Pilot Inspections, Appraisal and Approval
- Aircraft Requirements
- Maintenance and Service Requirements
- Fuel and Fueling
- Transportation of Aircraft Accessories, Fuel, and Servicing Equipment
- Pilot Requirements
- Aircraft Maintenance and Maintenance Facilities
- Substitution of Aircraft and Pilots
- Amendments
- Availability of State Funds
- Form STD 17A Nondiscrimination Clause
- Form STD 19 Statement of Compliance

DOCUMENTATION OF NONPERFORMANCE

8315.3

(Revised September 2001)

Each occurrence of nonperformance shall be accurately documented with copies provided to the contractor, the local unit, the region office, CDF accounting office, and the Aviation Management Unit staff. The contractor's representative will sign the document.

Contractor Employees

Instances may occur when the actions of a contractor's employee may result in marginal performance, or performance contrary to the intent of the department. Such occurrences, while they may not warrant severe disciplinary action, shall be documented as previously outlined.

Repairs

The CDF base manager must be aware of the extent of the repairs and advise the Aviation Management Unit staff of the maintenance being performed on that aircraft.

Major component changes are coordinated through the Aviation Management Unit staff, and as outlined in the contract. (Refer to the Aircraft Operations and Flight Rules Section 8350)

Unsafe Operation

Unsafe operating practices resulting in grounding may constitute nonperformance.

Return To Service

Aircraft and/or pilots may be returned to service as described in the contract, or as approved by the Aviation Management Unit staff. (Refer to the Pilots, Aircraft and Operator Requirements Section 8360)

AIRCRAFT MAINTENANCE (Revised September 2001)

8315.4

All aircraft used under the terms of an agreement shall be maintained in good mechanical and airworthy condition during the designated contract period, and any extensions thereof.

Log Books

All aircraft documents and log books will be kept current, with entries certified by the individual having authority to do so. The logs and records must include a current weight and balance certificate. A schedule of maintenance for each aircraft assigned to the base should also be provided.

Uncorrected Discrepancies

At the end of each fire season, the Air Attack Officer is responsible for ensuring the base mechanic submits a list of uncorrected discrepancies to the Aviation Management Unit staff on each aircraft assigned to that base.

SUBSTITUTION OF AIRCRAFT AND PILOTS (Revised September 2001)

8315.5

Aircraft and pilots may be substituted under the terms of the contract, provided that substitute aircraft or pilots meet all specifications of the contract, and that prior approval has been obtained by the Aviation Management Unit staff. Such approval shall be provided through channels to the affected base.

COMPENSATION

8315.6

(Revised September 2001)

The State pays for availability of each aircraft and for flight time in accordance with the rates established in the contract. There is a designated length of time defined as the contract period. Extensions to that period, and the compensation thereof, are outlined in each contract. See exhibit Contract Extension Compensation (*coming soon*).

SCOPE OF PAYMENT

8315.6.1

(Revised September 2001)

Compensation, as defined in each contract, will include all payment for aircraft services except those specifically excluded in that contract.

COOPERATIVE AGREEMENTS

8315.6.2

(Revised September 2001)

The contractor must understand that CDF maintains cooperative agreements with other agencies, and that these aircraft may be used by another agency at the hourly flight rate established in the contract.

COMPENSATION RESPONSIBILITY

8315.6.3

(Revised September 2001)

Contractors will receive all compensation for availability and flight from CDF. It will be the department's responsibility to bill other agencies for their use of state aircraft.

DAMAGE CLAIMS

8315.7

(Revised September 2001)

Property damage claims resulting from air operations (caused by the contractor's actions) will be referred to the contractor. The CDF employee having knowledge of such a claim will submit a report through channels detailing the circumstances surrounding the claim.

[\(see next section\)](#)

[\(see HB Table of Contents\)](#)

[\(see Forms](#) or [Forms Samples](#))